

## **CONSULTING SERVICES AGREEMENT**

This Consulting Services Agreement (the "Agreement") is between the Minister of National Defense of the Republic of Poland (the "MOD of Poland") and BGR Government Affairs, LLC, a Delaware limited liability company ("BGR") with its principal place of business at The Homer Building, Eleventh Floor South, 601 Thirteenth Street, NW, Washington DC 20005. For purposes of this Agreement, the MOD of Poland and BGR are referred to collectively as "the Parties".

**Scope of Work:** BGR under direction and guidance of the MOD of Poland will provide the MOD of Poland with strategic counsel and tactical planning advice and services on military and defense relations with the U.S. Government. As part of BGR's work on behalf of the MOD of Poland, BGR will provide counsel for MOD of Poland on other bilateral issues as necessary that could arise in relation to the Poland-U.S. defense partnership. BGR's activities in relation to the U.S. Government will consist of communications with and lobbying of Congress and departments of the executive branch, as appropriate. BGR will provide the MOD of Poland with public relations assistance in support of its government relations work. BGR will also provide the MOD of Poland crisis communications services on request. BGR declares that it has at its disposal all necessary and appropriate staff, resources and expertise means to provide such advice and services on a timely basis and is adequately experienced and qualified to fulfill all obligations arising from this agreement. BGR will provide the MOD of Poland with monthly written reports on activities undertaken. BGR, in performing its duties under the Agreement, will comply with all applicable laws and regulations, including the Foreign Agents Registration Act, Foreign Corrupt Practices Act, the Honest Leadership and Open Government Act of 2007, and the Lobbying Disclosure Act of 1995 as amended.

**Designated persons:** A person authorized to implement this Agreement on behalf of MOD of Poland is the Deputy Minister responsible for international affairs or any other person designated by the MOD of Poland. A person authorized to implement this Agreement on behalf of BGR is Todd Eardensohn, Chief Financial Officer.

**Fees & Term:** In consideration for the services provided by BGR, the MOD of Poland agrees to pay BGR fixed price of USD\$70,000 gross per month for services from February 1, 2020 through January 31, 2021. BGR will cede to the MOD of Poland all copyrights which may apply to the services provided by BGR within the scope of this Agreement.

**Invoicing:** The MOD of Poland will pay BGR's fee in monthly installments. BGR will invoice the MOD of Poland at the end of each 30-day period beginning March 1, 2020.

BGR will include with each invoice a written status report of its work, as of the date of each invoice. Such report will be reviewed by the MOD of Poland. If the MOD of Poland is satisfied, it will accept the invoice and fulfill the payment. However, if after receiving the report, the MOD of Poland does not feel that this report has provided services at the volume or caliber that it expected, it may request supplemental information or corrective action. The invoice will be paid to BGR within 14 days of the issuance of the certificate.

**Confidentiality:** BGR shall use any information disclosed to BGR by the MOD of Poland under this Agreement as a Confidential Information, solely for the purposes expressly contemplated by this Agreement. For the purpose of this Agreement, "Confidential

Information” shall mean all of BGR’s work products under this Agreement except for final materials prepared for public disclosure, and all other nonpublic, confidential or propriety information of MOD of Poland, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained whether or not patentable or copyrightable and whether or not marked, designated or otherwise identified as “confidential”, including without limitation, discussion, data, analyses, processes, compilations, forecasts, studies, raw materials, samples, research and development information, records and other documents and other similar and related information concerning the MOD’s of Poland operations. BGR agrees to maintain that confidentiality and will not disclose to any outside party the information either during the period of contract or afterwards, unless it is required by law.

BGR may not subcontract any services under this Agreement to a third party without the prior written consent of the MOD of Poland.

**Jurisdiction:** Any dispute, controversy or claim arising out of or relating to: (a) this Agreement; (b) the breach, termination or invalidity hereof; or (c) any non-contractual obligations arising out of or in connection with this Agreement shall first be settled by consultations between the Parties. If such dispute fails to be resolved amicably within 1 month from initiating consultations, each Party shall be entitled to bring a claim to arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. There shall be one arbitrator and the appointing authority shall be LCIA (London Court of International Arbitration). The seat and place of arbitration shall be London, England and the English language shall be used throughout the arbitral proceedings. Each Party hereby waives any rights under the Arbitration Act 1996 or otherwise to appeal any arbitration award to, or to seek determination of a preliminary point of law by, the courts of England.

**Termination:** Either Party may terminate this Agreement by giving thirty (30) days written notice. In case of termination by either Party, the MOD of Poland will be liable for the reasonable value of the work performed by BGR until the date of termination in excess of the fees paid prior to termination, and, if BGR has received any fees from a prior installment in excess of the reasonable value of the work actually performed through the date of termination, such excess fees will be returned by BGR.

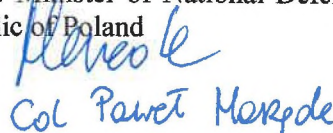
**Entire Understanding:** This Agreement contains the entire understanding between the Parties. Amendment, modification or waiver of this Agreement may be accomplished with a written instrument signed by both Parties.

For BGR Government Affairs, LLC



Todd Eardensohn  
Chief Financial Officer

For the Minister of National Defense of the  
Republic of Poland



Date: 31 January 2020

Date: 31 January 2020